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Attorneys for Plaintiff
JEAN RIKER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JEAN RIKER
Plaintiff,

CASE NO. C 07-00257 JF
Civil Rights

v.

RESIDENCE INN PALO ALTO
MOUNTAIN VIEW;
MARRIOTT
INTERNATIONAL, INC.;
INNKEEPERS FINANCING
PARTNERSHIP II, LP; and
DOES 1-25, Inclusive,

**STIPULATION AND ORDER OF
DISMISSAL OF THE DAMAGES AND
ATTORNEY'S FEES, LITIGATION
EXPENSES, AND COSTS ASPECTS
OF THE LAWSUIT**

FRCP 41(a)(1)(ii)

Defendants.

Plaintiff and defendants, by and through their attorneys of record, file this
“Stipulation and Order of Dismissal Of The Damages and Attorney’s Fees,
Litigation Expenses, and Costs Aspects of the Lawsuit” pursuant to Federal Rule
of Civil Procedure 41(a)(1)(ii).

Plaintiff filed this lawsuit on January 10, 2007.

Plaintiff and defendant Innkeepers Financing Partnership II, LP have
entered into a “Mutual Release And Settlement Agreement For Damages and
Attorney’s Fees, Litigation Expenses, and Costs” which settles all such aspects
of the lawsuit against defendants. The “Mutual Release And Settlement
Agreement For Damages and Attorney’s Fees, Litigation Expenses, and Costs”
is incorporated by reference herein as if set forth in full. Plaintiff and defendant
Innkeepers Financing Partnership II, LP stipulate to the court retaining

1 jurisdiction to enforce the "Mutual Release And Settlement Agreement For
2 Damages and Attorney's Fees, Litigation Expenses, and Costs."

3 Plaintiff moves to dismiss with prejudice the damages and attorney's fees,
4 litigation expenses, and costs aspects of the lawsuit against all defendants.

5 Defendants, who have answered the complaint, agree to the dismissal of
6 the damages and attorney's fees, litigation expenses, and costs aspects of the
7 lawsuit with prejudice.

8 This case is not a class action, and no receiver has been appointed.

9 This Stipulation and Order may be signed in counterparts, and facsimile
10 signatures shall be as valid and binding as original signatures.

11 Wherefore, plaintiff and defendants, by and through their attorneys of
12 record, so stipulate.

13 Date: 12/12/07

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

/s/ Sidney J. Cohen

Sidney J. Cohen
Attorney for Plaintiff

17 Date: 12/12/07

JENKINS GOODMAN NEUMAN
& HAMILTON LLP

/s/ Robert P. Hamilton

Robert P. Hamilton, Esq.
Attorney for All Defendants

21 **PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO**
22 **ORDERED:**

23 The damages and attorney's fees, litigation expenses, and costs aspects of
24 the lawsuit against defendants is dismissed with prejudice. The Court shall
25 retain jurisdiction to enforce the parties' "Mutual Release And Settlement
26 Agreement For Damages And Attorney's Fees, Litigation Expenses, And Costs."

27 Date: 12/18/07



Jeremy Fogel
United States District Judge